MUTUAL NON DISCLOSURE AGREEMENT

The agreement is made on _____ (DD/MM/YY).

This Nondisclosure Agreement (the "Agreement") is entered into by and between_____ with its principal offices at _____, ("Disclosing Party") and _____, located at _____ ("Receiving Party") for the purpose of preventing the unauthorized disclosure of Confidential Information as defined below. The parties agree to enter into a confidential relationship with respect to the disclosure of certain proprietary and confidential information ("Confidential Information").

    A. [the Disclosing Party], (the "Disclosing Party"); and

    B. [the Receiving Party], (the "Receiving Party"), collectively referred to as the "Parties".

OPERATIVE PROVISIONS:

Each undersigned party (the "Receiving Party") understands that the other party (the "Disclosing Party") has disclosed or may disclose information relating to a potential business relationship or transaction between the parties **or to the Disclosing Party's business (including, without limitation,** computer programs, technical drawings, algorithms, know-how, formulas, processes, ideas, inventions (whether patentable or not), schematics and other technical, business, financial, customer and product development plans, forecasts, strategies and information), which is in writing, by way of any other media or is disclosed orally or visually and is either marked as **"Confidential", "Proprietary" or the like or is disclosed in such a** manner that a reasonable person would understand that such information is confidential, and which to the extent previously, presently, or subsequently disclosed to **the Receiving Party is here in after referred to as "Proprietary Information"** of the Disclosing Party.

In consideration of the parties' discussions and any access of the Receiving Party to Proprietary Information of the Disclosing Party, the Receiving Party hereby agrees as follows:

1. The Receiving Party agrees (i) to hold the Disclosing Party's **Proprietary** Information in confidence and to take reasonable precautions to protect such Proprietary Information (including, without limitation, all precautions the Receiving Party employs with respect to its confidential materials), (ii) not to divulge any such Proprietary Information or any information derived there **from to any third person other than Receiving Party's employees and agents** who have a need to know for the permitted purpose and who are apprised of the confidential nature of the Proprietary Information and all of the restrictions in this Agreement, (iii) not to make any use whatsoever at any time of such Proprietary Information except to evaluate internally its relationship with the Disclosing Party, (iv) not to copy or reverse engineer any such Proprietary Information and (v) not to export or reexport (within the meaning of any export control laws or regulations) any such Proprietary Information or product thereof.

   Each party shall be responsible for any breach of confidentiality by its respective employees and agents. Without granting any right or license, the Disclosing Party agrees that the foregoing shall not apply with respect to any information that the Receiving Party can document (a) is or becomes (through no improper action or inaction by the Receiving Party or any affiliate, agent, consultant or employee) generally available to the public, or (b) was in its possession or known by it without restriction prior to receipt from the Disclosing Party, or (c) was rightfully disclosed to it by a third party without restriction, or (d) was independently developed without use of any Proprietary Information of the Disclosing Party by employees of the Receiving Party who have had no access to such information. The Receiving Party may make disclosures required by law or court order provided the Receiving Party uses diligent reasonable efforts to limit disclosure and to obtain confidential treatment or a protective order and has allowed the Disclosing Party to participate in the proceeding.

2. Immediately upon a request by the Disclosing Party at any time, the Receiving Party will turn over to the Disclosing Party all Proprietary Information of the Disclosing Party and all documents or media containing any such Proprietary Information and any and all copies or extracts thereof. The Receiving Party understands that nothing herein (i) requires the disclosure of any Proprietary Information of the

Disclosing Party or (ii) requires the Disclosing Party to proceed with any transaction or relationship.

3. The terms of this Agreement will remain in effect with respect to any particular Proprietary Information of the Disclosing Party until the Receiving Party can document that it falls into one of the exceptions stated in Paragraph 1 above. The Receiving Party acknowledges and agrees that **due to the unique nature of the Disclosing Party's Proprietary Information,** there can be no adequate remedy at law for any breach of its obligations hereunder, which breach may result in irreparable harm to the Disclosing Party, and therefore, that upon any such breach or any threat thereof, the Disclosing Party shall be entitled to appropriate equitable relief, without the requirement of posting a bond or surety, in addition to whatever remedies it might have at law. In the event that any of the provisions of this Agreement shall be held by a court or other tribunal of competent jurisdiction to be illegal, invalid or unenforceable, such provisions shall be limited or eliminated to the minimum extent necessary so that this Agreement shall otherwise remain in full force and effect.

4. This Agreement supersedes all prior discussions and writings and constitutes the entire agreement between the parties with respect to the subject matter hereof. The prevailing party in any **action to enforce this Agreement shall be entitled to costs and attorneys fees.** No waiver or modification of this Agreement will be binding upon a party unless made in writing and signed by a duly authorized representative of such party and no failure or delay in enforcing any right will be deemed a waiver.

OX SOFTWARES PVT LTD

Name: _____

Signature: _____

Title: _____

Date: _____

CLIENT

Name: _____

Signature: _____

Title: _____

Date: _____